

Amendment 323 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 323 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 15th day of April, 2015, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to coordinate with Bank of America Merchant Services (BAMS) and POSitive Technology to purchase, test and install BAMS-approved debit card PIN Pads at Community Transit's customer service RideStore. This work is per RFI-721-ORCA *CT Bank of America Merchant Number Change* as approved by the Agencies on March 2, 2015.
- C. The Parties agree that the Work necessary to complete this work will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to analyse, purchase, test and implement BAMS-approved debit card PIN Pads for Community Transit and coordinate with the necessary third party technical resources. The subject device is unique to CT and is not included in the Contract Exhibit 9 Price Schedule. The Contractor will:

- (a) Participate in conference calls with BAMS to plan and design the implementation
- (b) Participate in conference calls with POSitive Technology to confirm details of the solution and conversion
- (c) Purchase one (1) PIN Pad [VeriFone 1000SE version 180 as specified and certified by BAMS). This device is unique to CT and is not found in the Contract Exhibit 9 Price Schedule.
- (d) Install and test the PIN Pad purchased in requirement 1.1 (c) in the Regional Test Bed (RTB) to verify the PIN Pad successfully processes PIN-based debit card purchases via the Customer Service Terminal.
- (e) Providing RTB testing in requirement 1.1(d) is successful and approved by CT, purchase three (3) additional PIN Pads per the specification in requirement 1.1 (c).
- (f) Retain installation of one (1) payment processor PIN Pad in the RTB for future CT testing.
- (g) Produce internal Contractor documentation of the testing, solution and migration path
- (h) Install three (3) new payment processors and PIN Pads in CT's RideStore.

Section 2.0 Schedule

2.1 The Work described in Section 1.0 will be completed no later than April 30, 2015.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

The Contractor will be compensated per the following milestones, with a not to exceed total of \$4502. The Parties agree that the compensation rate for Third Party labor is unique to this amendment and as such is non-precedential as to payment for similar Work in the future.

3.1 Milestone #1: The following total costs may be invoiced following initial RTB testing of one (1) PIN Pad.

a) One (1) PIN Pad	\$ 215.12
b) POSitive Technology Labor	\$ 2,067.00
c) Vix Technology Labor	<u>\$ 1,647.00</u>
d) TOTAL	\$ 3,929.12

3.2 Milestone #2: The following cost may be invoiced, providing the initial RTB test of the PIN Pad performed in requirement 3.1 above was successful:

- a) Three (3) PIN Pads @ \$215.12 each for a total of **\$645.36**

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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To perform the work necessary to purchase, test and implement a BAMS-approved PIN Pad for CT	
TOTAL if Milestones 1 & 2 Completed	\$4574.48

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Twenty-three shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 4/3/15

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: April 15, 2015